

2018 Terms & Conditions

- Terms:** Customers that have established satisfactory credit with Westland Ltd. will receive dating terms of **May 20, 2018** for all **Booking** orders. These same customers will receive terms of net 30 days from date of delivery on all **In Season** orders. Overdue accounts will bear interest at the rate of 2% per month following. Overdue accounts will be put on COD until payment is received and will be returned to terms on Westland approval. A valid business license is required to purchase at wholesale prices. **BOOKING DEADLINE is December 1, 2017.** May dating privileges may be revoked if payment not received by the due date. **All Booking orders must ship by April 13, 2018 to be eligible for Booking Prices.**
- New Customers:** To establish credit, a credit application must be completed and returned to Westland Ltd. for approval. Please provide satisfactory trade references. Until approved, all terms will be COD.
- Payment:** All returned cheques will be charged a \$50.00 handling fee and credit terms revoked. **Visa or MasterCard payments may be accepted on COD invoices only.**
- Prices:** Wholesale prices are in effect from October 1, 2017 until September 30, 2018. **All Booking offers are available on booking orders from October 1, 2017 to December 1, 2017. ASK YOUR SALES REPRESENTATIVE FOR DETAILS.** Due to the extreme volatility of fuel costs at the time of publishing, prices are subject to change. We have attempted to provide you with the most up to date prices at the time of publication. All pricing discrepancies should be reported immediately to our office. **G.S.T. # 850358250- RT0001.** Prices do not include GST or HST.
- Fuel Surcharge:** **A fuel surcharge of 0.5% of Invoice will be applied to all prepaid orders.**
- Fill Rate:** Westland Ltd. consistently strives to maintain sufficient stock of key products throughout the selling season.
- Back Orders:** Due to freight costs, back orders will be limited to two shipments per customer. Available backorders will be shipped the weeks of April 9, 2018 and April 30, 2018 at Westland's discretion. Backorders remaining after these two dates will be cancelled and your sales representative will be notified. Backorders are not available for bulk products.
- Returns:** No returns are accepted without prior authorization from your sales representative. All returns are subject to a 20% restocking fee. Full cases only may be returned in the original packing carton. All returns must be in saleable condition – clean, individual packing intact, no pricing sticker applied. Return of damaged or defective products will not be accepted. All returns must be returned pre-paid to our Airdrie or Ontario warehouse with proper documentation attached including return authorization number.
- Claims:** Merchandise leaves our facility in good condition. For FOB destination, all claims for damages must be reported within 7 days of receipt. Claims for orders that are FOB Shipping Point will need to be processed through the transportation company tendered. Any products that may arrive damaged must have photographic documentation and all proof must be emailed to claims@westlandltd.com for review and approval. Claims reported after the 7 day time allowance may be subject to a 20% administration fee. Claims for shortages must be reported to claims@westlandltd.com within 48 hours of receipt of orders. Shortages reported after the 48 hour time allowance will be subject to a 20% administration fee.
- Warranty:** Other than warranties expressed directly by the manufacturer, Westland Ltd. makes no claims as to the suitability or endurance of products. Products that are manufactured by Westland Ltd. hold a one year manufacturer warranty – year is calculated on order shipping from Westland's warehouse – not from time of retail purchase.
- Cased Goods:** **All Décor items, cased products, indoor soils, soil amendments, small cased fertilizers are considered "cased goods" for the purposes of the 2018 Freight Policy. Full pallets of fertilizer may be added to a cased goods shipment for an additional freight charge of \$60 per pallet.** An order will be shipped prepaid, provided it meets the minimum order value before GST/HST is applied.
- | | |
|--|-----------------------------|
| Alberta | min. order value of \$1,000 |
| British Columbia, Saskatchewan, Manitoba, Thunder Bay | min. order value of \$1,500 |
| Ontario - Niagara, GTA, 401 Corridor & Ottawa | min. order value of \$1,500 |
| - All other areas of Ontario | min. order value of \$1,500 |
| Quebec, Maritimes, NWT, Yukon, Nunavut | FOB Westland Ltd. |
- Power tail gate equipment is **NOT** available for deliveries. The customer is expected to have a pallet jack and/or forklift for unloading trucks. Customers must request any special delivery requirements from Westland, prior to their order being shipped. Any accessorial charges for these requirements will be charged to the customer.
- In order to continue to offer prepaid deliveries and keep our prices competitive, Westland Ltd. reserves the right to schedule deliveries by service area. Delivery weeks may be announced at a later date by your Westland Sales Representative.

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Collect Shipments: The customer will be responsible for choosing the carrier and making the arrangements with the Westland Freight Co-ordinator to pick up at our Airdrie or Ontario warehouse or Soils Yard. Westland can provide a list of suggested carriers who take credit card payments or who provide COD freight service if required. Westland does not guarantee service from the carriers whose names are provided.

During the period of March to June, we require a minimum of 48 hours notice to process an order for pickup at our Airdrie or Ontario warehouse or Soils Yard.

Westland will store picked orders for 5 days, from the date that the customer is first notified that their order is available for pickup. After 5 days, the product will be returned to stock, and a restocking fee of \$20.00 may be charged.

GREEN HARVEST BULK PROGRAM - only available for shipping in Western Canada.

SOILS YARD

1. **A truckload is 24 pallets** – limited to one drop.
 - If a load match is available in your area, Drop Shipments are available, within city limits of first drop, at a cost of \$100 per drop.
 - Westland will determine the equipment type required unless otherwise specified. All soils shipments, including customer pick-ups, will be on flatbed trucks—no “vans”.
 - Power tail gate equipment is **NOT** available for deliveries. The customer is expected to have a pallet jack and/or fork-lift for unloading trucks.
2. Most bulk products are sold on CHEP pallets. Please sign and return the CHEP Agreement (at the back of this section) if you are not a current CHEP Distributor. **NON-CHEP customers will be invoiced \$25/pallet in all zones.**
3. Prepaid delivery is included on a Truckload order to customers in Zone A only. Truckload orders for all other areas, please refer to the 2018 Bulk Freight Zones chart.
4. For less than truckload (LTL) orders, there will be a freight charge per pallet for all Zones, please refer to the 2018 Bulk Freight Zones chart.
5. Items that may be included are found in Section 12 SOILS—WESTERN CANADA ONLY of this catalogue.
6. There are NO backorders on Bulk orders. Should Westland not be able to supply all products for an order, attempts will be made to contact the customer prior to shipping to discuss possible options.

Green Harvest Bulk Program—2018 Freight Zones

| NON-CHEP customers will be invoiced \$25/pallet in all zones. | | <i>Freight Charge per Pallet</i> | | | |
|--|---|----------------------------------|-----------------------------|---------------------------------|---------------------------|
| <i>Zone</i> | <i>Boundaries</i> | <i>Truckload 24 pallets</i> | <i>13 to 23 pallets</i> | <i>8 to 12 pallets</i> | <i>4 to 7 pallets</i> |
| A | 40 kms East & West of Hwy #2, from Calgary to Edmonton, including but not limited to the towns of Cochrane, Dewinton, Okotoks, Airdrie, Strathmore, Red Deer, Sylvan Lake, Spruce Grove, Ft. Saskatchewan, St. Albert & Sherwood Park | 0 | \$20 | \$30 | \$55 |
| B | Southern Alberta – Hwy 9 South to US Border (excluding Zone A) | \$30 | \$50 | \$75 | \$115 |
| C | Central Alberta – Hwy 9 North to Hwy 55 Cold Lake (excluding Zone A) | \$50 | \$70 | \$100 | \$210 |
| D | Northern Alberta – North of Hwy 55 | \$60 | \$80 | Contact your Westland Sales Rep | |
| E | All of Saskatchewan | \$50 | \$70 | \$100 | \$210 |
| F | Winnipeg (within city limits) | \$70 | \$90 | Contact your Westland Sales Rep | |
| G | All of Manitoba (excluding Zone F) and NW Ontario | Contact your Westland Sales Rep | | | |
| H | South Eastern BC – Columbia Valley (South of Hwy 1), including but not limited to the towns of Golden, Invermere, Cranbrook & Fernie | \$38 | \$50 | \$75 | \$115 |
| I | South Central BC – Okanagan Valley (South of Hwy 1) including but not limited to Vernon, Kelowna, Kamloops, Penticton, Revelstoke & Salmon Arm | \$38 | \$50 | \$75 | \$115 |
| J | South Western BC – Lower Mainland from Hope to Pacific Ocean, along Hwy 1 | \$50 | \$70 | Contact your Westland Sales Rep | |
| K | Vancouver Island, Northern BC (North of Hwy 1), Yukon, NWT, Nunavut | Contact your Westland Sales Rep | | | |

Pickup Allowance — \$20/pallet — 4 pallet minimum

**CHEP Canada Inc.
7400 East Danbro Crescent
Mississauga, Ontario
L5N 8C6**

DISTRIBUTOR AGREEMENT

IN CONSIDERATION of the mutual agreements herein contained, CHEP Canada Inc. ("CHEP") and the undersigned (the "Distributor") hereby agree as follows:

- 1. DEFINITIONS:** The following terms shall have the following meanings:
 - (a) "CHEP pallets" means and includes 48" x 40", and 48" x 20" pallets that are identified as being the property of either CHEP Canada or CHEP USA or other pallets which CHEP may pool in Canada. CHEP pallets are so identified by being blue in colour and by bearing the "CHEP" logo;
 - (b) "Goods" means food, grocery, beverage or other miscellaneous products produced or processed by a Manufacturer;
 - (c) "Manufacturer" means any producer or processor of Goods that utilizes CHEP pallets; and
 - (d) "Primary Distribution Centre" means the premises of the Distributor at which Goods are normally delivered by the Manufacturers on CHEP pallets.

- 2. OWNERSHIP OF PALLETS:** The ownership of CHEP pallets is and shall at all times remain in CHEP regardless of any circumstance, condition or event.

- 3. AUTHORIZED USES OF CHEP PALLETS:** The distributor is authorized to use CHEP pallets as follows and for no other purpose nor in any other manner:
 - (a) to store Goods at the Primary Distribution Centre;
 - (b) to pick Goods from the CHEP pallets at the Primary Distribution Centre as required to fill order for onward distribution;
 - (c) to transfer original full loads of Goods on CHEP pallets from the Primary Distribution Centre to retail stores provided that the CHEP pallets, when empty, are moved back to the Primary Distribution Centre in a timely manner; and
 - (d) to receive direct-to-store deliveries on the condition that the retailer returns the empty CHEP pallets back to the Primary Distribution Centre.

Initials

There are no rental charges to the Distributor for the use of CHEP pallets as described above.

4. **CONTROL OF CHEP PALLETS:** In order to assist in the control, recovery and maintenance of CHEP pallets, the Distributor agrees to the following. It shall:
- (a) Deliver CHEP pallets only in accordance with the strict terms of this agreement and, without limiting the generality of the foregoing, it shall not exchange CHEP pallets for any non-CHEP pallets;
 - (b) on a regular basis, sort CHEP pallets from non-CHEP pallets and make the CHEP pallets ready and available for return to a CHEP depot;
 - (c) where CHEP pallets are damaged, promptly remove from them any Goods and immediately set the pallets aside for return to a CHEP depot for repair. Damage or injury could result from the use of damaged pallets. There is no charge for the repair of CHEP pallets;
 - (d) allow periodic physical counts of CHEP pallets by a CHEP representative; and
 - (e) not repaint or disfigure CHEP pallets in any manner.

5. **LOST PALLETS:** In the event that the Distributor loses or cannot account for any CHEP pallets delivered by a Manufacturer, the Distributor agrees to pay CHEP such charges as may be specified by CHEP from time to time. Payment of such charges will not result in the transfer of or otherwise affect CHEP's ownership of the pallets. Any lost pallets which are later found by the Distributor shall be returned to CHEP and an appropriate adjustment will be made.

The current Assessment Fee for 2015 is: \$23.00 per 48" x 40" pallet, and \$12.00 per 48" x 20" pallet. CHEP will provide the Distributor with thirty (30) days advance notice of changes in the Assessment.

6. **DURATION AND TERMINATION:** This agreement shall remain in force for an indefinite term. Either party shall have the right to terminate this agreement upon providing not less than ninety (90) days written notice to the other party. *Alternatively*, this agreement may be terminated by either party at any time immediately upon receipt of a written notice by the other party, if:
- (a) the other party fails to comply with its obligations and responsibilities as set forth in this agreement; or
 - (b) *the other party files* an assignment in bankruptcy; becomes bankrupt; appoints a receiver for all or substantially of its property or assets; makes any assignment or attempt assignment for the benefit of creditors; institutes any proceedings for the winding-up of its business; or becomes insolvent as that term is defined in the Winding-Up Act (Canada).

Upon termination of this agreement, the Distributor shall immediately return to CHEP or make available for pick up by CHEP all CHEP pallets in the Distributor's possession. The parties agree that the obligations contained in this paragraph shall survive the termination of this agreement.

7. **NON-WAIVER:** The failure of CHEP to enforce, at any time, any provision of this agreement or any right with respect thereto, shall not constitute a waiver of any such provision or right.

8. **GENERAL:**

(a) Entire Agreement: This agreement constitutes the complete and final understanding between the parties concerning the subject matter hereof and shall supersede and cancel any previous understanding or agreement between the parties.

(b) Applicable Law: This agreement shall be interpreted in accordance with the laws of the Province of Ontario.

DATED the _____ day of _____, 2018

DISTRIBUTOR

CHEP CANADA INC.

7400 East Danbro Crescent
Mississauga, Ontario
L5N 8C6

(name)

(address)

(telephone)

(905) 790-2437 (telephone)

(fax)

(email)

(905) 790-6546 (fax)

By: _____
(signature)

By: _____
(signature)

(name)

(name)

(title)

(title)